# **EXHIBIT** 1

### UNITED STATES OF AMERICA BEFORE THE SECRETARY OF AGRICULTURE FILE PACA R-2021-0571

THE FRESH GROUP, LTD. d/b/a MAGLIO McALLEN,

v.

Complainant

**COMPLAINT** 

VISION IMPORT GROUP, LLC,

Respondent.

Complainant, The Fresh Group, Ltd. d/b/a Maglio McAllen ("Maglio"), respectfully alleges:

- 1. Complainant is a corporation whose address is 4287 N. Port Washington Road, Glendale, Texas 53212. At the time of the transactions involved in this proceeding, Complainant was licensed under the Perishable Agricultural Commodities Act of 1930 ("PACA"), 7 U.S.C. § 499a et seq. and held license number 19950744.
- 2. Respondent, Vision Import Group, LLC ("Vision") is a New Jersey limited liability company whose address is 21 Main Street, Ste. 159, Hackensack, New Jersey 07601.
- 3. At the time of the transactions involved herein, Respondent was licensed under the PACA as a dealer and held license number 20080501.
- 4. On December 15, 2020, Maglio and Vision entered into a sales agreement whereby Vision agreed to sell and Maglio agreed to purchase 1,800 cartons (30 pallets) a week of U.S. No. 1 Persian limes in 40 pound cartons between January and April 2021 at the agreed upon price of \$23.10 per carton and 2,400 cartons (40 pallets) per week between May and December 2021 at the

agreed upon price of \$13.10 per carton ("Sales Agreement"). A copy of the executed Sales Agreement is attached hereto as **Exhibit "1."** 

- 5. At the end of February, 2021, the price of limes increased dramatically. On or about March 19, 2021, Vision failed to ship limes to Maglio as required by the Sales Agreement.
- 6. On or about March 22, 2021, Vision advised Maglio during a teleconference call that due to the increase in the market price for limes, Vision would not honor the terms of the Sales Agreement. Instead, Vision advised it would make a proposal to Maglio to modify the Sales Agreement.
- 7. On March 22, 2021, Vision sent an email to Maglio proposing to amend the Sales Agreement as follows: a) changing the sales price to \$35.10 per carton until May 1 (any quantities above 18 pallets would be billed at market price); b) changing the sales price to \$25.10 per carton for the month of May (any quantities above 18 pallets would be billed at market price); and c) changing the contract price to \$16.10 per carton for June through December 2021. A copy of the March 22, 2021 email from Vision to Maglio is attached hereto as **Exhibit "2."**
- 8. On March 23, 2021, prior to Maglio having an opportunity to respond to Vision's email from the day before, Vision verbally advised Maglio in a telephone call that Vision would not ship any further loads to Maglio unless Maglio agreed to the revised pricing proposal. Later that day, Vision sent a letter to Maglio advising that it would "be enacting a 'Force Majeure' on limes" and requesting that Maglio agree to the revised pricing proposal. A copy of Vision's Force Majeure letter of March 23, 2021 is attached hereto as **Exhibit "3."**
- 9. On March 24, 2021, Maglio sent a letter to Vision disputing Vision's allegation of a Force Majeure event; rejecting the revised pricing proposal; and demanding assurances that

Vision would comply with the original terms of the Sales Agreement. A copy of Maglio's letter to Vision is attached hereto as **Exhibit "4."** 

- 10. As a result of Vision's unlawful failure and refusal to sell and ship limes to Maglio as required by the terms of the parties' Sales Agreement at issue, Maglio has been forced to purchase limes on the open market and has suffered cover damages in the amount of \$297,324.00 through June 3, 2021 plus contractual attorney's fees. An itemization of Maglio's damages is attached hereto as **Exhibit "5."** It should be noted that the Sales Agreement contemplates shipments through December 31, 2021. Accordingly, Maglio expressly reserves the right to amend its Formal Complaint to include any and all damages incurred from the date of this letter through December 31, 2021.
- 11. The matter and actions set forth herein constitute violations by Vision of Section 2 of the PACA.
- 12. There is now due and owing Maglio from Vision the amount of \$297,324.00 plus contractual attorney's fees and the filing fee for this action.

WHEREFORE, Complainant, The Fresh Group Ltd. d/b/a Maglio McAllen, prays that a copy of this Complaint be served upon the above-named Respondent and that it be required to answer the charges herein stated in writing within such time as the Secretary may require; that, upon the record made, either with or without formal hearing, as provided in the Act or in the regulations, and by appropriate order, the Complainant be awarded such amount of damages as it may be entitled to receive according to the facts established, and that the Secretary also make such other and further orders and take such disciplinary action contemplated by Section 8 of the Act as may be deemed fit and proper in the premises.

Dated this 18 day of Angust, 2021.

THE FRESH GROUP LTD. d/b/a MAGLIO McALLEN

By:

Paul Maglio, Director of Operations

STATE OF WISCONSIN

COUNTY OF MILWAUKEE:

Paul Maglio, being first duly sworn, says that he has read the foregoing Complaint, knows the contents thereof, and that the same is true, except as to matters therein stated on information and belief, and as to such matters he believes them to be true, and that he is duly authorized to sign the Complaint on behalf of The Fresh Group Ltd. d/b/a Maglio McAllen.

Paul Maglio, Director of Operations

The Fresh Group Ltd. d/b/a

Maglio McAllen

Subscribed and sworn to before me this 19 day of August, 2021.

Notary Public

My Commission Expires: June 9, 2022

CAITIE BOWERS Notary Public State of Wisconsin

4





This Sales Agreement is entered into December 15, 2020 by and between Vision Import Group, LLC, 21 Main Street, Hackensack, NJ 07601 (the "Seller") and The Fresh Group, Ltd. d/b/a Maglio McAllen, 5000 George McVay Drive, McAllen, TX 78503 (the "Buyer") collectively "the Parties".

#### 1. Sale of Goods

Seller shall make available for sale and Buyer shall purchase the following: US#1 seedless Persian limes in 40 pound cartons sized as 175, 200, or 230ct. Each shipment may contain a combination of sizes provided that each carton contains only one size lime and each pallet contains all of the same size, appropriately labeled.

Quantity to be 1800 cartons per calendar week January-April 2021 and 2400 cartons per calendar week May-December 2021.

#### 2. Pricing

Sale terms are DELIVERED Buyer's location in McAllen, TX as to grade, quality and condition and F.O.B Seller's location in Pharr, TX as to price.

Price will be \$23.10 per carton for shipments made in the months of January, February, March and April 2021.

Price will be \$13.10 per carton for shipments made in the months of May, June, July, August, September, October, November and December 2021.

#### 3. Payments

Seller will invoice Buyer once product has been picked up. All invoices must be paid within 30 days.

#### 4. Inspection of Goods and Rejection

Buyer is entitled to inspect the goods upon arrival. If the goods are unacceptable for any reason, Buyer shall provide evidence of the non-conformity to Seller. Buyer retains standard PACA rights on non-conforming deliveries.

Seller shall also comply with Buyer's food safety, indemnification and insurance requirements (attached hereto)

#### 5. Excuse for Delay or Failure to Perform

Seller will not be liable to buyer for any delay, non-delivery or default of this agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the goods, fires, accidents, Acts of God, or any other causes outside of seller's control.

#### 6. Severability

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

#### 7. Waiver

The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of right, power or privilege or the exercise of any other right, power or privilege.

#### 8. Remedies and Legal Fees

In the event of a dispute over this agreement that results in legal action, the prevailing party will be entitled to its legal fees, including, but not limited to, it's attorneys' fees.

#### 9. Governing Law

The Parties agree that this Agreement shall be governed by the laws of the State of Texas.

#### 10. Entire Agreement

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add. Or otherwise modify any terms, they shall do so in writing to be signed by both parties

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

From: To: Raul Millan

Cc:

Paul J. Maglio; Tony Mitchell

Subject:

Ronnie Cohen
RE: Maglio contract

Date:

Monday, March 22, 2021 11:28:06 AM

Attachments:

image001.jpg image002.jpg

Yes Paul

#### However -

If you need more fruit from us- we will do all possible to get you covered at mid mostly price of USDA – whether the price is higher or lower

We are REALLY short on fruit from our growers. Real short-



#### Thank You,



### Raul Millan Principal

p. 201 968 1190 | f. 201 968 1192 | m. 201 937 6994

e. raul@visionimportgroup.com | w. visionimportgroup.com

a. Court Plaza-West Wing, 21 Main Street Ste.159, Hackensack NJ 07601

From: Paul J. Maglio <PJM@maglioproduce.com>

Sent: Monday, March 22, 2021 11:23 AM

To: Tony Mitchell <tony@visionimportgroup.com>

Cc: Raul Millan <raul@visionimportgroup.com>; Ronnie Cohen <ronnie@visionimportgroup.com>

Subject: RE: Maglio contract

Hi!

So just so I am clear, are you also taking down the amount of contracted fruit to 18 pallets per week as opposed to the 30 pallets in the signed contract?

Let me know!

From: Tony Mitchell <tonv@visionimportgroup.com>

Sent: Monday, March 22, 2021 10:16 AM To: Paul J. Maglio < PJM@maglioproduce.com> Cc: Raul Millan < raul@visionimportgroup.com >; Ronnie Cohen < ronnie@visionimportgroup.com > Subject: FW: Maglio contract Paul Thanks for taking the time this morning to review our position in reference to the lime situation. As I mentioned on our call – the lime market is forecasted to be in the mid 30s for April (no change in march) - and in the mid 20s in May. June will be lower, mid teens. In July we will probably see the lowest market- somewhere between 10.00 and 14.00 -With the contract in place, we will never recoup profits for the balance of the year, as August is historically 18.00-24.00... I already shared with you our position going forward if you choose to not partner with us in these losses. We are in the process of declaring force majeure for April thru May (possibly earlier) – getting all backup and making it legal. If that is in place, that obviously will help you as well with your customer contracts as well. Here is what I propose so that we can continue to service you and build on our relationship. Beginning this week: 1 load per week- 35.10 until May 1 (anything above 18 pallets at market price) 1 load per week – 25.10 for the month of May (anything above 18 pallets at market price) Regular contract volume needs – 16.10 June thru December It's a wacky year- and I feel terrible not being able to honor the contract, but as I said on the call If I continue with your contract as is, there will be nothing for you to collect in 3 months. I hope you can help us.

#### Thank You,



### Raul Millan Principal

- p. 201 968 1190 | f. 201 968 1192 | m. 201 937 6994
- e. raul@visionimportgroup.com | w. visionimportgroup.com
- a. Court Plaza-West Wing, 21 Main Street Ste.159, Hackensack NJ 07601



March 23, 2021

#### To Whom it may concern:

Effective immediately we will be enacting a "Force Majeure" on limes due to lack of supply caused by abnormal weather conditions a couple of months ago in the Martinez De La Torre, Veracruz growing region. Due to the weather conditions our growers will have production delays until mid-June. We can buy limes in other areas but at high prices.

We are asking that the following pricing that was emailed out on 3/22/2021 goes into effect immediately.

The market at this time has been in the \$40-50.00 range and it has become a huge loss for us, but more importantly we do not have the volume to guarantee supply. With your cooperation to our proposal this would at least keep you with good supply at a price below the market.

Please review our proposal and advise us how to move forward.

Thank you for your consideration and as always, we cherish your partnership and look forward to your continued support.

Regards,

Raul Millan



March 24, 2021

VIA EMAIL Raul Millan Vision Import Group, LLC

Re:

"Force Majeure" Notice

Raul

This responds to your March 23, 2021 notice "enacting a 'Force Majeure' on limes due to lack of supply cause by abnormal weather conditions a couple of months ago in the Martinez De La Torre, Veracruz growing region." We do not accept this notice and do not agree that a force majeure event has occurred. Accordingly, your additional proposal to modify our December 15, 2020 contract for the supply of limes for 2021, sent a day earlier, on March 22, 2021, is not acceptable and Maglio McAllen expects Vision Import Group to honor all terms and conditions of the contract.

We are not aware of any abnormal weather conditions in Veracruz, and your failure to identify a specific weather event, or even a specific time period when this event occurred, confirm your notice is just a pretext to try to re-negotiate pricing. Of course, if you can provide more precise detail and documentation about this Act of God, including the timing and specific farms affected, we would review that information. However, even if you could produce such information, nothing in our contract specified a particular source for the limes you agreed to supply. Therefore, even if there were abnormal weather conditions in Veracruz that rose to a level of an Act of God (which we doubt), that would still not allow you to avoid your obligations to supply the limes at the prices and quantities that Vision agreed to supply. In fact, your modified pricing proposal confirms that you could still supply the full quantities of contracted limes—you just want to renegotiate the price.

As I pointed out on our call last week and again on Monday, our relationship in the long term has been profitable to Vision. The 2021 contract was negotiated on fair and agreeable terms. We sincerely hope that Vision will reconsider its current course of action and choose to comply with the terms and conditions of the agreement going forward. Maglio McAllen stands ready to uphold its side of the bargain, and we ask you to confirm in writing your intent to honor your obligations to supply the contracted limes at the agreed pricing. In the meantime, however, we are reserving all rights, claims, and remedies.

Sincerely,

Paul Maglio

The Fresh Group Ltd dba Maglio
v. Vision Import Group, LLC
Formal Complaint - Exhibit 5

		running	(6,678.00)	(16,218.00)	(27,558.00)	(37,698.00)	(42,276.00)	(49,404.00)	(53,460.00)	(56,088.00)	(61,158.00)	(72,101.10)	(74,484.00)	(92,736.00)	(102,876.00)	(107,946.00)	(110,538.00)	(118,650.00)	(122,706.00)	(134,874.00)	(146,011.10)	(153,968.00)	(163,040.00)	(185,612.00)	(189,908.00)	(204,248.00)	(219,788.00)	(234,128.00)	(247,868.00)	(249,302.00)	(250,196.00)
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Vision Import

J/F/M/A All Other \$ 23.10 \$ 13.10

The Fresh Group Ltd dba Maglio v. Vision Import Group, LLC Formal Complaint - Exhibit 5

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Invoice# SP 227197

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

03/20/2021

McAllen, TX 78503

RECEIVED Printed

Phone 956-843-1110

MAR 2 2 2021

03/22/2021 16:55

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To: Maglio & Company 227197

4287 N Port Washington Rd.

Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

> Terms: 21 Days Ship Terms: FOB

Trailer Number JPUN3742 TX Driver's Licens 40493570 TX

MIKE SAUCEDO 956-683-5561

Carrier ALVAREZ PRODUCE

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Colognoses - DENIC		
CHULA BRA		Salesperson DENIS	Price	Extension
D.B. I	420 Persian Lime 38 Lb. Box 2	30	39.0000	16,380.00
Pallets In Pallets Out	420 Quantity		(9	5 16.380.00
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The penshable agricultural commodities listed on this invoice are sold subject to the statutory frust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.498E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's fixes and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.





Invoice# SP 227513

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave. McAllen, TX 78503 03/24/2021

Phone 956-843-1110

RECEIVED MAR 2 5 2021 03/25

Printed 03/25/2021 09:02

227513

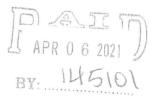
Bill To: Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To: Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

> Terms: 21 Days Ship Terms: FOB

			эшр	terms, rod
Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA BRAMX	19 Persian Lime 38 Lb. Box 230		39,0000	741.00
CHULA BRAMX	41 Persian Lime 38 Lb. Box 230	)	39,0000	1.599.00
CHULA BRAMX	60 Persian Lime 38 Lb. Box 230	)	39.0000	2,340,00
CHULA BRAMX	60 Persian Lime 38 Lb. Box 230	)	39,0000	2,340.00
CHULA BRAMX	60 Persian Lime 38 Lb. Box 230	)	39,0000	2,340.00
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CHULA BRAMX	60 Persian Lime 38 Lb. Box 230		39,0000	2,340,00
CHULA BRAMX	24 Persian Lime 38 Lb. Box 230		39,0000	936.00
CHULA BRAMX	113 Persian Lime 38 Lb. Box 230		39.0000	4,407,00
CHULA BRAMX	43 Persian Lime 38 Lb. Box 230		39.0000	1,677.00
Pallets InPallets Out	600 Quantity		\$	23,400,00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 U.S.C.499E(c)). The selfer of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Selfer may recover from Buyer interest, actual attorney's toes and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE. THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.



MAILED APR 1 3 2021

239505

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

RECEIVED MAR 2 6 2021

### INVOICE

Invoice #: 63227 Invoice: Mar 24, 2021 Ship: Mar 24, 2021 Pay Terms: NET 21

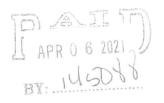
Sold To: MAGLIO COMPANIES 4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Sale Terms: FOB Order: Mar 23, 2021 Cust PO:	Salesperson: MATTHEW CATANI/ Via: Currency: USD	Carrier: Trailer li Broker:	c:	St:	Page 1 of 1
	Description	Quantity	UOM	Price	Amount
LIMES CTNS 230'S #1 EMERAL	D EMPIRE _	600	ctn	42.00	25,200.00
INVOICE TOTAL:		600	)	-	25,200.00

MAILED APR 0 8 2021



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Produce Solutions LLC

701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370 info@producesolutionsonline.com

RECEIVED MAR 3 0 2021



## INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR205 DATE 03/26/2021 DUE DATE 04/16/2021

**CUSTOMER PO#** 

239579

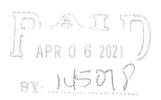
DATE

DESCRIPTION	QTY	RATE	AMOUNT
Persian Limes 230's	120	40.00	4,800.00
Persian Limes 230's	480	40.00	19,200.00

BALANCE DUE

\$24,000.00

MAILED APRO 8 7021



279579

Mega Produce LLC 6001 S International Pkwy, McAllen, TX 78503, USA

Phone: (956) 739 5700 Fax: 956 739 5700

RECEIVED

APR 0 2 2021

Whse.

Invoice # 0030302

> Date: 03/30/2021 Ship: 03/30/2021

Pay Terms: 30 Days

Sold To MAGLIO MCALLEN

5000 George McVay Dr Ste 400.

Mcallen, TX 78503, USA

Salesperson: Oscar Duran

Cust. PO:

Truck Name: MEGA Trailer Lic: MJW5023

Broker: Ship Terms: FOB

Shipped From: McAllen, Texas

Ship To

MAGLIO MCALLEN

5000 George McVay Dr Ste 400 MCALLEN, TX 78503, USA

Page 1/1 Description Quantity Unit Price Amount Product Limes Lime 40 Lb carton 230 Generic [ Product of Mexico ] 424 34.0000 otn 14,416.00 Total 424 14,416.00 Invoice Total

14,416.00



The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust by section 5 🛈 of the Penshable Agricultural Commodities Act, 1930 (7 U.S.C. 499e ©) The seller of these commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities until full payment is received. Interest at 1.5% month added to unpaid balance. Buyer agrees to pay interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney's fees due to de seller shall be considered sum owing in connection with this transaction under PACA trust.' All Claims must be reported by WRITTEN NOTICE received by seller within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from seller



D Produce Company, LLC 2600 S Douglas Rd, Suite 510 Coral Gables FL 33134 United States

RECEIVED APR 09 2021

The Fresh Group Limited 4287 N Port Washington Road Glendale WI 53212 **United States** 

Invoice Date: Due Date: Reference: Incoterm: Source: FOB 03/30/2021 04/20/2021 5001087 239634

Description	Quantity	Unit Price Taxes	Amount
[LIMX230] Limes 230's	90.000 Box(s)	33.00	\$ 2,970.00
[LIMX230] Limes 230's	180.000 Box(s)	33.00	\$ 5,940.00
[LIMX230] Limes 230's	330.000 Box(s)	33.00	\$ 10,890.00
[LIMX230] Limes 230's	120.000 Box(s)	33.00	\$3,960.00
	Subtotal		\$ 23,760.00
	Total		\$23,760.00

Please use the following communication for your payment: SO01087

Payment terms: 21 Days

MAILED

BY: ILISTUEL

Phone: +1 786 796 0230 Email: info@dproduceco.com Web: http://www.dproduceco.com Tax ID: 37-1952266

239634

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

RECEIVED APR 0 1 2021

### INVOICE

Invoice #: 63285 Invoice: Mar 31, 2021 Ship: Mar 31, 2021 Pay Terms: NET 21

Sold To: MAGLIO COMPANIES

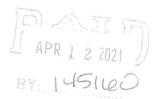
4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212 Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Page 1 of 1

					3
Sale Terms: FOB	Salesperson: MATTHEW CATANIA	Carrier:	-	100000000000000000000000000000000000000	
Order: Mar 31, 2021	Via:	Trailer lic	):	St:	
Cust PO: 00239690	Currency: USD	Broker:	out down to the order	The second secon	
	Description	Quantity	UOM	Price	Amount
LIMES CTNS 230'S #1 EMERAL	D EMPIRE	240	ctn	40.00	9,600.00
LIMES CTNS 175'S #1 EMERAL	D EMPIRE	60	ctn	47.00	2,820.00
INVOICE TOTAL:		300		(	12,420.00





Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



APR 0 2 2021

### Sunrise Produce, LLC

5125 Honduras Ave. McAllen, TX 78503 Phone 956-843-1110

Invoice# SP 228232

Ship Date 04/01/2021 Printed 04/02/2021 14:20

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810 228232

Terms: 21 Days

Ship Terms: FOB

Trailer Number GDG-5249-WI Driver's Licens 08615327-TX JOSE TREVIÑO

956-739-5179

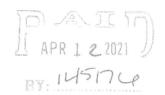
Carrier MAGLIO

Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
300 Persian Lime 38 Lb. Box 230		40,0000	12,000.00
120 Persian Lime 38 Lb. Box 200		45.0000	5,400.00
60 Persian Lime 38 Lb. Box 150		45.0000	2,700.00
480 Quantity		5	\$ 20,100.00
	300 Persian Lime 38 Lb. Box 230 120 Persian Lime 38 Lb. Box 200 60 Persian Lime 38 Lb. Box 150	300 Persian Lime 38 Lb. Box 230 120 Persian Lime 38 Lb. Box 200 60 Persian Lime 38 Lb. Box 150	300 Persian Lime 38 Lb. Box 230       40,0000         120 Persian Lime 38 Lb. Box 200       45,0000         60 Persian Lime 38 Lb. Box 150       45,0000

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodifies until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may receiver from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE. THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

MAILED APR 2 0 2021



234689



Sold To

Dominguez Fresh Produce, LLC

1908 Tanya Ave. McAllen, TX 78503, USA

Phone: (956) 630-6171 Fax: 956 630-9425

Whse:

dominguezproduce@gmail.com

Invoice # 0035580

Date: 04/07/2021 Ship: 04/06/2021

Pay Terms: 15 Days

RECEIVED

APR 08 2021

Salesperson: Victor Dominguez

Cust. PO:

Truck Name: GD65249 Trailer Lic: GD65249

Broker: Ship Terms: FOB

Shipped From: McAllen, Texas

Ship To MAGLIO PRODUCE

4287 N Port Washington Rd. 53212 Milwaukee,

4287 N Port Washington Rd, 53212 Milwaukee,

United States

SAM, MAGLIO

United States

Milwaukee, WI 53212, USA

Milwaukee, WI 53212, USA

Description	Quantity	Unit	Price	Amount
Product				
CILANTRO Plastic 60's Dominguez [ Product of Mexico ]	- 51	Rpc	- 8.0000	408.00
HOT PEPPER Jalapeno Plastic Box XL Generic [ Product of Mexico ]	- 50	ctn	_ 20.0000	1,000.00
LIME PERSIAN 38 LB CARTON 230 CT YAMILIME [ Product of Mexico ]	120	Box	<b>4</b> 2.0000	5,040.00
TOMATILLO HUSK Plastic Box_LGR Dominguez [ Product of Mexico ]	- 9	ctn	_13.5000	121.50
TOMATILLO PEELED Plastic Box LGR Dominguez [ Product of Mexico ]	14	ctn	-17,0000	238.00
Total	244			6,807.50

Invoice Total

6,807.50

Page 1/1

I APR

BY: 145/62

437.50

MAILED

dira sent

2:noian

March 2017

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities. Act, 1930 (7 U.S.C. 499 E (C)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be substantiated by a USDA inspection and the problem must be reported in writing to the seller within 24 hours. Interest will accrue on any past-due balance at the rate of 1 an 1/2 percent per month(18% per annum) buyer agrees to pay all cost of collection including attorney 's feessand costs as additional sums owed in conection with this transaction in the event collection action becomes necessary.

PAYMENT TERMS: PACA PAYMENT PROMPTLY

239815/817

### Case 7:21-cv-00295 Document 12-1 Filed on 08/25/21 in TXSD Page 24 of 64



Dominguez Fresh Produce, LLC

1908 Tanya Ave. McAllen, TX 78503, USA

Phone: (956) 630-6171 Fax: 956 630-9425

Whse:

RECEIVED APR 0 8 2021

dominguezproduce@gmail.com

Invoice # 0035570

Date: Ship: 04/08/2021 04/07/2021

Pay Terms:

15 Days

Sold To

SAM, MAGLIO

4287 N Port Washington Rd, 53212 Milwaukee.

United States

Milwaukee, WI 53212, USA

Ship To

MAGLIO PRODUCE

4287 N Port Washington Rd, 53212 Milwaukee,

United States

Milwaukee, WI 53212, USA

Salesperson: Victor Dominguez

Cust. PO:

Truck Name: GD65249 Trailer Lic: GD65249

Broker: Ship Terms: FOB

Shipped From, McAllen, Texas

Description	Quantity	Unit	Price	Page 1/1 Amount
Product				
LIME PERSIAN 38 LB CARTON 200 CT YAMILIME [ Product of Mexico ]  LIME PERSIAN 38 LB CARTON 230 CT YAMILIME [ Product of Mexico ]	V 56	Box	42.0000	2,352.00
Total	V 459	Box	V42.0000	19,278.00
Invoice Tetal	515			21,630.00

21,630.00

MAILED

March 2017

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities Act, 1930 (7 U.S.C.499 E (C)) The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be substantiated by a USDA inspection and the problem must be reported in writing to the seller within 24 hours. Interest will accrue on any past-due balance at the rate of 1 an 1/2 percent per month(18% per annum) buyer agrees to pay all cost of collection including attorney 's feesand costs as additional sums owed in conection with this transaction in the event collection action becomes necessary.
PAYMENT TERMS, PACA PAYMENT PROMPTLY

239817+239815

Limex Sicar Ltd. Co 6700 S BENTSEN RD MCALLEN TX 78501

> RECEIVED APR 30 2021

### INVOICE

Invoice #: 104002 Invoice: 4/8/2021 Ship: 4/7/2021 Pay Terms: NET 21

Sold To: THE FRESH GROUP LTD 4287 N. PORT WASHINGTON RD

GLENDALE WI 53212

USA

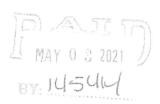
Ship To: THE FRESH GROUP LTD 4287 N. PORT WASHINGTON RD

GLENDALE WI 53212

USA

Sale Terms: F,O,B. Order: 4/6/2021 Cust PO: 239843	Salesperson: JULISSA LUNA Via: Truck Currency: USD	Carrier: Trailer lie Broker:		St:	Page 1 of 1
DEDCIANTING COOLS TO	Description	Quantity	UOM	Price	Amount
PERSIAN LIME 230'S CARTON	MEXICO MEXICO	600	ctn	40.00	24,000.00
INVOICE TOTAL:		600			24,000.00

MAILED MAY 0 4 2021



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of the perishable for the products derived from these commodities.

239843

v. Vision Import Group, LLC Formal Complaint - Exhibit 5

Limex Sicar Ltd. Co. 6700 S BENTSEN RD MCALLEN TX 78501

INVOICE

APR 09 2021

Invoice #: 103975 Invoice: 4/9/2021 Ship: 4/7/2021 Pay Terms: NET 21

Sold To: THE FRESH GROUP LTD 4287 N. PORT WASHINGTON RD GLENDALE WI 53212

USA

Ship To: THE FRESH GROUP LTD 4287 N. PORT WASHINGTON RD GLENDALE WI 53212 USA

Page 1 of 1

Sale Terms: F.O.B. Order: 4/6/2021 Cust PO: 239836

Salesperson: JULISSA LUNA

Carrier: MAGLIO Trailer lic:

St:

Via: Truck Currency: USD

Description

Broker:

Amount

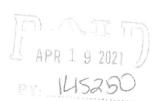
PERSIAN LIME 230'S CARTON MEXICO MEXICO

INVOICE TOTAL:

Quantity UOM 1080 ctn 1080

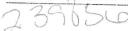
Price 40.00 43,200.00

43,200.00



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodifies Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of the hear Fresh Group of the document of the sale of the heart of the sale of the sal



Invoice# SP 229278

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

04/13/2021

McAllen, TX 78503

Printed

Phone 956-843-1110

RECEIVED APR 14 2021

04/14/2021 14:13

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To:

229278

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days Ship Terms: FOB

Trailer Number CD-652Y9-WI Driver's Licens 08615327-TX

JOSE TREVIÑO 956-739-5179

Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA BRAMX	457 Persian Lime 38 Lb. Box 230		40.0000	18.280.00
CHULA BRAMX	33 Persian Lime 38 Lb. Box 230	()	40.0000	1.320.00
CHULA MX	110 Persian Lime 38 Lb. Box 230	)	40.0000	4.400.00
Pallets In Pallets Out	600 Quantity		5	24,000,00

The pensitable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Pensitable Agricultural Commodities Act, 1930 (7 U.S.C.499E67) The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's tees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE. THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

RECEIVED APR 14 2021

### INVOICE

Invoice #: 63385 Invoice: Apr 12, 2021 Ship: Apr 12, 2021 Pay Terms: NET 21

Sold To: MAGLIO COMPANIES 4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Page 1 of 1

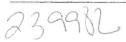
Sale Terms: FOB Order: Apr 12, 2021	Salesperson: MATTHEW CATANI/ Via:	Carrier: Trailer li	c:	St:	
Cust PO: 239982	239982 Currency: USD Broker:				A TOTAL TRANSPORT
	Description	Quantity	UOM	Price	Amount
IMES CTNS 150'S #1 EMERA	ALD EMPIRE	60	) ctn	49.00	2,940.00
LIMES CTNS 230'S #1 OTHER	2	300	) ctn	40.00	12,000.00
LIMES CTNS 250'S #1 EMERA	ALD EMPIRE	240	) ctn	33.00	7,920.00
INVOICE TOTAL:	_	600	)		22,860.00

MAILED APR 2 7 2021



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.





### INVOICE

Tom Lange Company Inc 500 N Broadway Ste1320 St Louis MO 63102 United States

Invoice #: 113-18-414543 Invoice Date: Apr 14, 2021 Ship Date: Apr 14, 2021

Pay Terms: 10 Days

APR 19 2021

Sold To: Maglio Companies 4287 N Port Washington Rd Milwaukee WI 53212-1031

United States

Ship To: Maglio Companies 4287 N Port Washington Rd Milwaukee WI 53212-1031 United States

Sale Terms : FOB

Salesperson: Raul Munoz (113)

Cust ID: 18433

Currency: USD

Load #:

113-18

Cust PO: 240030

ctn

Description Lime Persian 230's 40# Cartons

Origin MEX

Qty MOU 360

Price 37.50

Amount 13,500.00

INVOICE TOTAL:

\$13,500.00

PAYMENT:

\$0.00

BALANCE:

\$13,500.00

MAILEL

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. In the event legal action is commenced to collect the sums due under this invoice, seller shall be entitled to reimbursement of costs and all attorney's fees incurred thereby in addition to any other damages allowed by law. A finance charge calculated at the rate of 1.5% per month (18% annually), or at the highest rate permitted by law, will be applied to all past due accounts. Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. Procurement of transportation may include a fee on freight charges on goods strictly transported.

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

> RECEIVED APR 16 2021

### INVOICE

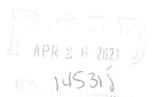
Invoice #: 63419 Invoice: Apr 15, 2021 Ship: Apr 15, 2021 Pay Terms: NET 21

Sold To: MAGLIO COMPANIES 4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Ship To: MAGLIO COMPANIES 4287 N. PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Page 1 of 1 Sale Terms: FOB Salesperson: MATTHEW CATANIA Carrier: Order: Apr 15, 2021 Trailer lic: St: Cust PO: 240065 Currency: USD Broker: Description Quantity UOM Price Amount LIMES CTNS 230'S #1 OTHER 480 ctn 19.200.00 40.00 LIMES CTNS 150'S #1 OTHER 120 ctn 49.00 5,880.00 INVOICE TOTAL: 600 25,080.00

MAILED



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.



### Case 7:21-cv-00295 Document 12-1 Filed on 08/25/21 in TXSD Page 31 of 64



RECEIVE

D Produce Company, LLC 2600 S Douglas Rd, Suite 510 Coral Gables FL 33134 United States APR 2 1 2021

The Fresh Group Limited 4287 N Port Washington Road Glendale WI 53212 United States

Invoice SO01191

Invoice Date:

Due Date:

Source:

Incoterm:

04/15/2021

05/06/2021

SO01191

FOB

Description

Quantity

Unit Price Taxes

Amount

[LIMX230] Limes 230's

240.000 Box(s)

40.0000

\$ 9.600.00

Subtotal

\$ 9,600.00

Total

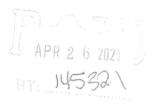
\$ 9,600.00

1 (0) (0) (1)

Please use the following communication for your payment: SO01191

Payment terms: 21 Days

MAILED APR 2 7 2021



Phone: +17867960230 Email: info@dproduceco.com Web: http://www.dproduceco.com Tax ID: 37-1952266

Page: 1/1





Anavale Produce

801 Bona Terra Dr, Suite 190

Pharr TX 78577 United States RECEIVED
APR 19 2021

MAGLIO PRODUCE 5000 George McVay Dr Ste 400 McAllen 78503

### Invoice INV/2021/0976

Invoice Date:

Due Date:

Source:

04/19/2021

05/19/2021

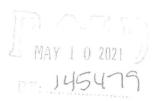
S44103

Description	Quantity	Unit Price Taxes	Amount
LIME (230)	568.000	40.00	\$ 22,720.00
LIME (230)	152.000	40.00	\$6,080.00
		Subtotal	\$ 28,800.00
		Total	\$ 28,800.00

Please use the following communication for your payment: INV/2021/0976

Payment terms: 30 Days

MAILED MAY 11 2021



Phone: 956 682 2421 Email: admin@anavaleproduce.com Web: http://anavaleproduce.com

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 USC 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derive the Group ditas da Maglioivables of these commodities and different the sale of these commodities until full normant is received. NOV! Vision dimport Group; LLC

Formal Complaint - Exhibit 5 3

Mega Produce LLC 6001 S International Pkwy, McAllen, TX 78503, USA

Phone: (956) 739 5700 Fax: 956 739 5700 Whse:

RECEIVED APR 2 1 2021 Invoice # 0030369

Date: 04/20/2021

Ship: 04/20/2021

Pay Terms: 30 Days

Sold To

MAGLIO MCALLEN

5000 George McVay Dr Ste 400.

Mcallen, TX 78503, USA

Salesperson: Oscar Duran

Cust. PO:

Truck Name: MAGLIO Trailer Lic: 6A65249

Broker:

Ship Terms: FOB

Shipped From: McAllen, Texas

Ship To

MAGLIO MCALLEN

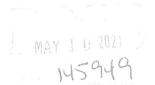
5000 George McVay Dr Ste 400. MCALLEN, TX 78503, USA

				Page 1/1
Description	Quantity	Unit	Price	Amount
Product				
Limes Lime 40 Lb carton 110 Generic [ Product of Mexico ]	17	ctn	46.0000	782.00
Limes Lime 40 Lb carton 150 Generic [ Product of Mexico ]	83	ctn	46.0000	3,818.00
Limes Lime 40 Lb carton 200 Generic [ Product of Mexico ]	180	cin	42.0000	7,560.00
Limes Lime 40 Lb carton 230 Generic [ Product of Mexico ]	659	ctn	40.0000	26,360.00
Total	939			38,520.00

Invoice Total

38,520.00

MAILED MAY 1 1 7021



The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust by section 5 © of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 4996 ©). The seller of these commodities retains a trust claim over these commodities of proceeds from the sale of these commodities until full payment is received. Interest at 1.5% month added to unpaid balance. Buyer agrees to pay interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney's fees due to de seller shall be considered sum owing in connection with this transaction under PACA trust. All Claims must be reported by WRITTEN NOTICE received by seller within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from seller.

2B 240124

Invoice# SP 230178

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

04/22/2021

McAllen, TX 78503

RECEIVED Printed

Phone 956-843-1110

APR 27 2021

04/26/2021 19:08

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To:

230178

Maglio & Company

4287 N Port Washington Rd. Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days Ship Terms: FOB

Trailer Number GD65249 WI Driver's Licens 08615327 TX

JOSE TREVINO

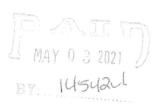
Carrier MAGLIO TRASNPORT

956-739-5179

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension	
CHULA BRAMX	480 Persian Lime 38 Lb. Box 230		42.0000	20,160.00	
Pallets In Pallets Out	480 Quantity			\$ 20,160.00	5

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(d) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.499E(d)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Selfer may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

> MAILED MAY 0 4 2021



Mega Produce LLC 6001 S International Pkwy. McAllen, TX 78503, USA

Phone: (956) 739 5700 Fax: 956 739 5700

Whse:

APR 28 2021

Invoice # 0030390

> Date: 04/27/2021 Ship: 04/27/2021

> > Page 1/1

30 Days Pay Terms:

Salesperson: Oscar Duran

Cust. PO:

Truck Name: MEGA Trailer Lic: . Broker

Ship Terms: FOB

Shipped From: McAllen, Texas

5000 George McVay Dr Ste 400. Mcallen, TX 78503, USA

MAGLIO MCALLEN 5000 George McVay Dr Ste 400

MAGLIO MCALLEN

Sold To

Ship To

MCALLEN, TX 78503, USA

Description	Quantity	Unit	Price	Amount
Product				
Limes Lime 40 Lb carton 110 Generic [ Product of Mexico ]	22	ctn	52.0000	1,144.00
Limes Lime 40 Lb carton 150 Generic [ Product of Mexico ]	38	ctn	52.0000	1,976.00
Limes Lime 40 Lb carton 175 Generic [ Product of Mexico ]	173	ctn	50.0000	8,650.00
Limes Lime 40 Lb carton 230 Generic [ Product of Mexico ]	480	çtn	42.0000	20,160.00
Total	713			31,930.00

31,930.00 Invoice Total

> MAILED H4Y 1 B 2021



The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust by section 5 © of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e. (a) The seller of these commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities until full payment is received. Interest at 1.5% month added to unpublished balance. Buyer agrees to pay interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney's fees due to de seller shall be considered sum owing in connection with this transaction under PACA trust. All Claims must be reported by WRITTEN NOTICE received by seller within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from seller.

240303

Produce Solutions LLC 701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370

info@producesolutionsonline.com

RECEIVED
APR 29 2021



### INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR238 DATE 04/28/2021 DUE DATE 05/19/2021

CUSTOMER PO# 240364

DESCRIPTION

QTY

1,080

RATE

AMOUNT

Persian Limes 230's

44.00

47,520.00

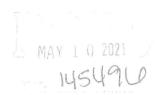
"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County, Texas.

BALANCE DUE

\$47,520.00

MAILED MAY 1 1 2021



240364

Sunrise Produce, LLC

Ship Date 04/30/2021

5125 Honduras Ave.

04/30/202

McAllen, TX 78503

RECEIVED

Printed 05/03/2021 16:23

Phone 956-843-1110

MAY 0 4 2021

05/05/202

Bill To:

Maglio & Company

4287 N Port Washington Rd. Milwaukee, WI 53212 Ship To:

230906

Maglio & Company

4287 N Port Washington Rd.

Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days

Ship Terms: FOB

PO# 240431

Trailer Number GD65249 WT

Driver's Licens 08615327 TX

JOSE TREVINO 956-739-5179

Carrier MAGLIO

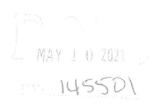
Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
MX	300 Persian Lime 38 Lb. Box 230		41.0000	12,300.00
Pallets In	300 Quantity		75	12,300.00
Pallets Out				- and the same of

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act. 1930 (7 U.S.C.499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise.

UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

MAILED MAY 1 1 2021



240431



Anavale Produce

801 Bona Terra Dr. Suite 190

Pharr TX 78577

United States

MAY 0 5 2021

MAGLIO PRODUCE

5000 George McVay Dr Ste 400 McAllen 78503

Invoice INV/2021/1176

Invoice Date:

Due Date:

Source:

05/05/2021

06/04/2021

544318

Description

Quantity

Unit Price Taxes

Amount

LIME (230)

50.000

37.00

\$ 1.850.00

LIME (230)

550.000

37.00

\$ 20,350.00

Subtotal

\$22,200.00

Total

\$22,200.00

Please use the following communication for your payment: INV/2021/1176

Payment terms: 30 Days

MAILED MAY 2 6 2021

Phone: 956 682 2421 Email: admin@anavaleproduce.com Web: http://anavaleproduce.com

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 USC 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derive the Fresh Group Ltd, dba Magliovables

Amandition will full assumant is received NOTV. Vision Import-Group, LLC Formal Complaint - Exhibit 5

Produce Solutions LLC
701 N International Blvd Ste101-1712
Hidalgo, TX 78557 US
956 510 4370
info@producesolutionsonline.com

RECEIVED MAY 0 5 2021



### INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR243 DATE 05/04/2021 DUE DATE 05/25/2021

CUSTOMER PO# 240509

DATE

DESCRIPTION

Persian Limes 230's Anaheim OTY RATE 600 39.00 4 18.00

AMOUNT

23,400.00 72.00

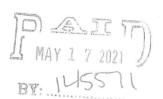
"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County, Texas.

**BALANCE DUE** 

\$23,472.00

MAILED



240509

### Sunrise Produce, LLC

5125 Honduras Ave.

McAllen, TX 78503

RECEIVED

Ship Date 05/05/2021

Printed

05/06/2021 14:00

Phone 956-843-1110

MAY 0 6 2021

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

956-739-5179

231321

Bill To: Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To: Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Terms: 21 Days

Ship Terms: FOB

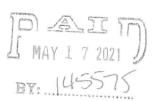
Trailer Number GD-65249-WI Driver's Licens 0861537-TX JOSE TREVIÑO

Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA BRA	180 Persian Lime 38 Lb. Box 200		41.0000	7.380.00
	600 Persian Lime 38 Lb. Box 230		37.0000	22,200.00
Pallets In Pallets Out	780 Quantity			29,580.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C.499E(c)) The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Euyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained cursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

> MAILED MAY # 8 2021



240532



MAGLIO MCALLEN

Mcallen, TX 78503, USA

5000 George McVay Dr Ste 400.

Sold To

Mega Produce LLC 6001 S International Pkwy. McAllen, TX 78503, USA

Phone: (956) 739 5700 Fax: 956 739 5700

Whse:

MAY 0 7 2021

Invoice # 0030422

Date: 05/06/2021 Ship: 05/06/2021

Pay Terms: 30 Days

Salesperson: Oscar Duran

Cust. PO:

Truck Name: MEGA Trailer Lic: MEGA Broker: Ship Terms: FOB

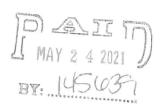
Shipped From: McAllen, Texas

Ship To MAGLIO MCALLEN 5000 George McVay Dr Ste 400. MCALLEN, TX 78503, USA

Description Product	Quantity	Unit	Price	Amount
Limes Lime 40 Lb carton 230 Generic [ Product of Mexico ]	600	ctn	36.0000	21,600.00
Total	600		00,000	21,600.00
Invoice Total				

21,600,00

MAILEL # AT 2 6 2021



"The perishable agricultural commodities listed on this invoice are said subject to the statutory trust by section 5 @ of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e The persistance agricultural commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities until full payment is received interest at 1.5% month added to unpaid balance. Buyer agrees to pay interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney's fees due to de selfer shall be considered sum owing in connection with this transaction under PACA trust. All Claims must be reported by WRITTEN NOTICE received by selfer within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from selfer.

246569

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

RECEIVED

05/10/2021

McAllen, TX 78503

Printed

Phone 956-843-1110

MAY 18 2021

05/17/2021 22:10

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ship To:

231755

Maglio & Company

4287 N Port Washington Rd.

Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days

Ship Terms: FOB

Trailer Number GDG-52Y9-WI

Driver's Licens 08615327-TX

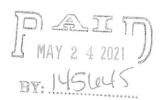
JOSE TREVIÑO 956-739-5179

Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA BRAMX Pallets In	60 Persian Lime 38 Lb. Box 20	00	37.0000	2,220.00
Pallets Out	60 Quantity			S 2.220.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act. 1930 (7 U.S.C.,499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the EACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

> MAILED MAY 2 6 2021



Sunrise Produce, LLC

5125 Honduras Ave.

RECEIVED

Ship Date 05/11/2021

McAllen, TX 78503 Phone 956-843-1110

MAY 1 2 2021

Printed

05/11/2021 20:34

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ship To:

231811

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days Ship Terms: FOB

Trailer Number GD-65249-WI Driver's Licens 08615327-TX

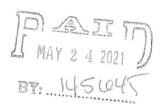
JOSE TREVINO 956-739-5179

Carrier MAGLIO

Price	Extension
23.0000	1.840.00
48 0000	5,760.00
	1.680.00
Č	\$ 9.280.00
	48.0000 28.0000

The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act, 1930 (7 U.S.C.499E(c)). The selfer of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Selfer may recover from Buyer interest, actual attorney's tees and other costs associated with collection. These less and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL.

MAILED MAY 2 6 2021







D Produce Company, LLC 2600 S Douglas Rd, Suite 510 Coral Gables FL 33134 United States

RECEIVED MAY 2 4 2021

> The Fresh Group Limited 4287 N Port Washington Road Glendale WI 53212 United States

### Invoice SO01302

Invoice Date:

Due Date:

Source:

Incoterm:

05/11/2021

06/01/2021

SO01302

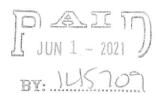
FOB

Description	Quantity	Unit Price Taxes	Amount
[LIMX230] Limes 230's	17.000 Box(s)	26.0000	\$ 442.00
[LIMX230] Limes 230's	287.000 Box(s)	26.0000	\$ 7,462.00
[LIMX230] Limes 230's	776.000 Box(s)	26.0000	\$ 20,176.00
	Subtot	al	\$ 28,080.00
	Total		\$ 28,080.00

Please use the following communication for your payment: SO01302

Payment terms: 21 Days

MAILED



Phone: +17867960230 Email: info@dproduceco.com Web: http://www.dproduceco.com Tax ID: 37-1952266

24ae47

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

#### INVOICE

Invoice #: 63616 Invoice: May 12, 2021 Ship: May 12, 2021 Pay Terms: NET 21

34.00

Sold To: MAGLIO COMPANIES

LIMES CTNS 200'S #1 EMERALD EMPIRE

INVOICE TOTAL:

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212 Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

180 ctn

240

Page 1 of 1

6,120.00

8,640.00

Sale Terms: FOB Order: May 12, 2021 Cust PO: 240709	Salesperson: MATTHEW CATANIA Via: Currency: USD	Carrier: Trailer lic Broker:	•	St:	
The second secon	Description	Quantity	UOM	Price	Amount
LIMES CTNS 175'S #1 EMERAL		60	otn	42.00	2,520.00

MAILED



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

240709



Mega Produce LLC 6001 S International Pkwy, McAllen, TX 78503, USA

Phone: (956) 739 5700 Fax: 956 739 5700 Whse: RECEIVED MAY 1 4 2021

Invoice # 0030441

Date: Ship:

05/13/2021 05/13/2021

Pay Terms:

30 Days

Sold To MA

MAGLIO MCALLEN

5000 George McVay Dr Ste 400.

Mcallen, TX 78503, USA

Ship To

MAGLIO MCALLEN

5000 George McVay Dr Ste 400. MCALLEN, TX 78503, USA Salesperson: Oscar Duran

Cust. PO:

Truck Name: MEGA Trailer Lic: .

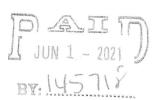
Broker: Ship Terms: FOB

Shipped From: McAllen, Texas

9,660.00

9,000.0

MAILED JUN 0 4 2021



The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust by section 5.9 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a.

(a) The seller of these commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities until full payment is received. Interest at 1.5% month added to unpaid balance. Buyer agrees to pay interest and any attorney's fees necessary to collect any balance due here under, all interest and any attorney is fees necessary to collect any balance due here under, all interest and any attorney is fees necessary to collect any balance due here under, all interest and any attorney is fees due to de seller shall be considered sum owing in connection with his transaction under APACA trust. All Collains must be reported by WRITTEN NOTICE received by seller within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from seller.

2407-19

Sunrise Produce, LLC

5125 Honduras Ave. McAllen, TX 78503 Phone 956-843-1110 RECEIVED MAY 27 2021 Ship Date 05/14/2021 Printed

05/17/2021 14:30

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

for: 80

Ship To:

232010

Maglio & Company 4287 N Port Washington Rd. Milwaukee, W1 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days Ship Terms: FOB

Trailer Number GDG-5249-WI Driver's Licens 08615327

> JOSE TREVIÑO 956-739-5179

Carrier MAGLIO

Label/Reference Cu	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA MX	180 Persian Lime 38 Lb. Box 150		43,0000	7.740.00
CHULA MX	60 Persian Lime 38 Lb. Box 110		43.0000	2,580.00
CHULA MX	60 Persian Lime 38 Lb. Box 200		32.0000	1.920,00
Pallets In Pallets Out	300 Quantity		(	5 12.240.00

The perishable agricultural commodities fixted on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 U.S.C.499E(c)). The selfer of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to uppaid balance. In the event of default in payment. Selfer may receiver from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE. THIS INVOICE MUST BE PAID IN FULL PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

2407-12

Produce Solutions LLC

701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370 info@producesolutionsonline.com RECEIVED MAY 27 2021



INVOICE

BILL TO

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR252 DATE 05/17/2021 DUE DATE 06/07/2021

CUSTOMER PO# 240810

FLATE

DESCRIPTION

Persian Limes 230's

QTY

DATE

AAWN INT

370

24.00

8,880.00

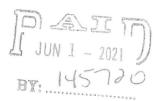
"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County. Texas.

BALANCE DUE

\$8,880.00

MAILED JUN 0 4 7071





Sunrise Produce, LLC 5125 Honduras Ave.

05/18/2021 RECEIVED Printed MAY 19 2021

McAllen, TX 78503 Phone 956-843-1110

05/18/2021 17:51

Ship Date

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

232304 Ship To: Maglio & Company 4287 N Port Washington Rd.

Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

> Terms: 21 Days Ship Terms: FOB

Trailer Number 08615327 Driver's Licens GD652249TX

> JOSE TREVINO 956-739-51-19

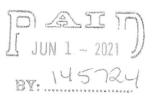
Carrier MAGLIO

Label/Refere	ence Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA	MX	180 Persian Lime 38 Lb. Box 230		24.0000	4.320.00
CHULA	MX	60 Persian Lime 38 Lb. Box 250		19.0000	1,140.00
Pallets In Pallets Out		240 Quantity		(	\$ 5,460.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act. 1930 (7 U.S.C.,499E(c)) The seller of those commodities retains a trust claim over these commodities, all inventories of food or other products derived from those commodities, and any receivables or proceeds from those commodities until full payment is received. Maximum interest permitted by faw may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE. THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

MAILED



#### Case 7:21-cv-00295 Document 12-1 Filed on 08/25/21 in TXSD Page 50 of 64



Anavale Produce

801 Bona Terra Dr. Suite 190 Pharr TX 78577

United States

RECEIVED MAY 2 0 7071

MAGLIO PRODUCE 5000 George McVay Dr Ste 400 McAllen 78503

Invoice INV/2021/1395

Invoice Date:

Due Date:

Source:

05/20/2021

06/19/2021

544538

Description

Quantity

Unit Price Taxes

Amount

LIME (230)

540.000

23.00

\$12,420.00

Subtotal

\$ 12,420.00

Total

\$ 12,420,00

Please use the following communication for your payment: INV/2021/1395

Payment terms: 30 Days

MAILET JUN 0 8 2021

DAIS 17 JUN 0 7 2021 D BY: 145783

Phone: 956 682 2421 Email: admin@anavaleproduce.com Web: http://anavaleproduce.com

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 USC 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived Then Fires as Group; Lite doa: Maglio ables

Formal Complaint - Exhibit 5

Produce Solutions LLC 701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370 info@producesolutionsonline.com

RECEIVED MAY 2 1 2021



### INVOICE

BILL TO

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR256 DATE 05/20/2021 DUE DATE 06/10/2021

CUSTOMER PO#

240917

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Persian Limes 200's	60	24.00	1,440.00
	Persian Limes 230's	600	20.50	12,300.00
	Persian Limes 230's	600	20.50	12,300.00

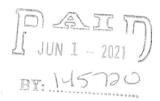
"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County, Texas.

**BALANCE DUE** 

\$26,040.00

MAILED JUN 0 4 2021



240977



Anavale Produce

801 Bona Terra Dr. Suite 190

Pharr TX 78577 United States RECEIVED MAY 2 1 2021

MAGLIO PRODUCE 5000 George McVay Dr Ste 400 McAllen 78503

## Invoice INV/2021/1402

Invoice Date: Due Date:

Source:

05/21/2021 06/20/2021

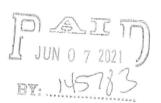
S44576

Description	Quantity	Unit Price Taxes	Amount
LIME (175)	64.000	32.00	\$2,048.00
LIME (150)	16.000	34.00	\$ 544.00
LIME (200)	180.000	25.00	\$ 4,500.00
LIME (110)	17.000	40.00	\$ 680.00
		Subtotal	\$7,772.00
		Total	\$7,772.00

Please use the following communication for your payment: INV/2021/1402

Payment terms: 30 Days

MAILED



Phone: 956 682 2421 Email: admin@anavaleproduce.com Web: http://anavaleproduce.com

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 USC 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derive The Fresh Group; Ltd. dba Maglio ables

Formal Complaint - Exhibit 5

# Sunrise Produce, LLC

5125 Honduras Ave. McAllen, TX 78503 Phone 956-843-1110 RECEIVED
JUN 0 1 2021

Ship Date 05/25/2021 Printed

05/31/2021 15:51

232893

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ship To:

Maglio & Company 4287 N Port Washington Rd.

Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days

Ship Terms: FOB

Trailer Number GD-652-Y9-MI Driver's Licens 08615327

> JOSE TREVIÑO 956-739-5179

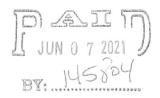
Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
CHULA MX	300 Persian Lime 38 Lb. Box 200		14.0000	4 200 00
CHULA MX	360 Persian Lime 38 Lb. Box 230		12.0000	4.320.00
Pallets In Pallets Out	660 Quantity		(\$	8.520.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 U.S.C.499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid befance. In the event of default in payment. Seller may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

MAILED JUN 0 8 2021



24/02/10

Produce Solutions LLC

701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370 info@producesolutionsonline.com

RECEIVED MAY 2 6 2021



## INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR267 DATE 05/25/2021 DUE DATE 06/15/2021

#### **CUSTOMER PO#**

241027

DATE

DESCRIPTION	QTY	RATE	AMOUNT
Persian Limes 230's	240	15.00	3,600.00
Persian Limes 230's	375	15.00	5,625.00
Persian Limes 230's	105	15.00	1,575.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary. Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County, Texas.

BALANCE DUE

\$10,800.00

MAILED IN 0 8 2071





Produce Solutions LLC 701 N International Blvd Ste101-1712 Hidalgo, TX 78557 US 956 510 4370 info@producesolutionsonline.com

RECEIVED MAY 27 2021



### INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR270 DATE 05/27/2021 DUE DATE 06/17/2021

**CUSTOMER PO#** 

241080

DATE

DESCRIPTION

Persian Limes 230's

QTY

14.00

AMOUNT

600

8,400.00

BALANCE DUE

\$8,400.00

MAILED JUN 0 8 7071

D & IC 17 JUN 0 7 2021 BY: 145797

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

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CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

RECEIVED MAY 28 2021

### INVOICE

Invoice #: 63732 Invoice: May 27, 2021 Ship: May 27, 2021 Pay Terms: NET 21

Sold To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212 Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Page 1 of 1

Sale Terms: FOB Order: May 27, 2021 Cust PO: 00241097	Salesperson: MATTHEW CATANI <i>!</i> Via: Currency: USD	Carrier: Trailer lic: Broker:		St:	
	scription	Quantity	UOM	Price	Amount
IMES CTNS 150'S #1 OTHER		120	ctn	32.00	3,840.00
LIMES CTNS 175'S #1 OTHER LIMES CTNS 200'S #1 OTHER		60	ctn	26.00	1,560.00
	_	180	ctn	17.50	3,150.00
INVOICE TOTAL:		360		(	8,550.00

MAILED JUN 0 8 2071



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities commodities.

241097

v. Vision Import Group, LLC Formal Complaint - Exhibit 5 Produce Solutions LLC
701 N International Blvd Ste101-1712
Hidalgo, TX 78557 US
956 510 4370
info@producesolutionsonline.com

RECEIVED MAY 28 2021



## INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR271 DATE 05/28/2021 DUE DATE 06/18/2021

CUSTOMER PO# 241101

DATE

DESCRIPTION

Persian Limes 230's

QTY

ATE

AMOUNT

300

14.00

4,200.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

Interest shall accrue on any past - due account balance at the rate of 1.5% per month (18% per annum). In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees. All payments due and payable in Hidalgo County, Texas.

BALANCE DUE

\$4,200.00

MAILED JUN 0 8 2021





Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

06/01/2021

McAllen, TX 78503 Phone 956-843-1110

RECEIVED
JUN 0 3 2021 06/01

Printed 06/01/2021 20:42

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ship To:

233522

Maglio & Company 4287 N Port Washington Rd.

Milwaukee, WI 53212 Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days

Ship Terms: FOB

Trailer Number GD652Y9
Driver's Licens 08615327-TX

JOSE TREVINO 956-739-5179

Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
MX	120 Persian Lime 38 Lb. Box 200		15.0000	1.800.00
Pallets In Pallets Out	120 Quantity			\$ 1.800.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act. 1930 (7 U.S.C. 499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may recover from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

j. soico

241162

v. Vision Import Group, LLC Formal Complaint - Exhibit 5



SAM, MAGLIO

United States

United States

Milwaukee, WI 53212, USA

Milwaukee, WI 53212, USA

MAGLIO PRODUCE

4287 N Port Washington Rd, 53212 Milwaukee.

4287 N Port Washington Rd, 53212 Milwaukee,

Sold To

Ship To

Dominguez Fresh Produce, LLC

1908 Tanya Ave. McAllen, TX 78503, USA

Phone: (956) 630-6171 Fax: 956 630-9425

Whse:

JUN 0 2 2021

dominguezproduce@gmail.com

Invoice # 0036194

Date: 06/02/2021

Ship: 06/01/2021 Pay Terms: 15 Days

Cust. PO:

Truck Name: Trailer Lic: Broker:

Shipped From: McAllen, Texas

Salesperson: Victor Dominguez

Ship Terms: FOB

Description	Quantity	Unit	Price	Page 1/1
Product		Ome		Amount
LIME PERSIAN 38 LB CARTON 230 CT Dominguez [Product of Mexico] LIME PERSIAN 38 LB CARTON 230 CT YAMILIME [Product of Mexico]	60 540	Box Box	12.0000	720.00
Total	600	DUX	12.0000	6,480.00 7,200.00
Invoice Total				7,200.00

7,200.00

defuned 10900

March 2017

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(C) of the perishable agricultural commodities. Act, 1930 (7 U.S.C 499 E (C)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

All claims must be substantiated by a USDA inspection and the problem must be reported in writing to the seller within 24 hours, Interest will accrue on any past-due balance at the rate All claims must be substantiated by a USDA inspection and the problem must be reported in writing to the script which control with a script wi the event collection action becomes necessary. PAYMENT TERMS: PACA PAYMENT PROMPTLY

Produce Solutions LLC
701 N International Blvd Ste101-1712
Hidalgo, TX 78557 US
956 510 4370
info@producesolutionsonline.com

RECEIVED JUN 0 2 2021



### INVOICE

**BILL TO** 

Mr. George Guzman Maglio McAllen 5000 George McVay Dr Ste 400. McAllen, Texas 78557 USA INVOICE # PR276 DATE 06/01/2021 DUE DATE 06/22/2021

CUSTOMER PO# 241171

DATE

DESCRIPTION

OTY

RATE

AMOUNT

Persian Limes 230's

600 12.00

7,200.00

BALANCE DUE

\$7,200.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received".

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24171

#### Case 7:21-cv-00295 Document 12-1 Filed on 08/25/21 in TXSD Page 61 of 64



Anavale Produce

801 Bona Terra Dr. Suite 190

Pharr TX 78577 United States RECEIVED
JUN 0 4 2021

MAGLIO PRODUCE 5000 George McVay Dr Ste 400 McAllen 78503

Invoice INV/2021/1598

Invoice Date:

Due Date:

Source:

06/04/2021

07/04/2021

S44819

Description

Quantity

Unit Price Taxes

Amount

LIME (230)

300.000

11.00

\$ 3,300.00

Subtotal

\$3,300.00

Total

\$ 3,300.00

Please use the following communication for your payment: INV/2021/1598

Payment terms: 30 Days

241231

13359

Phone: 956 682 2421 Email: admin@anavaleproduce.com Web: http://anavaleproduce.com

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 USC 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived her Fresh Group; Ltd, dba, Maglio, ables

Formal Complaint - Exhibit 5

Mega Produce LLC

6001 S International Pkwy, McAllen, TX 78503, USA

> Phone: (956) 739 5700 Fax: 956 739 5700

Whse:

RECEIVED JUN 0 4 2021

Invoice # 0030499

Date: 06/03/2021 Ship: 06/03/2021

Pay Terms: 30 Days

Salesperson: Oscar Duran

Cust. PO:

Truck Name: MEGA Trailer Lic: .

Broker: Ship Terms: FOB

Shipped From: McAllen, Texas

MAGLIO MCALLEN

5000 George McVay Dr Ste 400. Mcallen, TX 78503, USA

Ship To

Sold To

MAGLIO MCALLEN

5000 George McVay Dr Ste 400. MCALLEN, TX 78503, USA

Description Product	Quantity	Unit	Price	Amount
Limes Lime 40 Lb carton 230 Generic [ Product of Mexico ]	480	ctn	10.0000	4.800.00
Total	480			4,800.00

Invoice Total

4,800.00

The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust by section 5 © of the Penshable Agricultural Commodities Act, 1936 (7 U.S.C. 4996 ©) The seller of these commodities retains a trust claim over these commodities and any receivables of proceeds from the sale of these commodities until full payment is received, interest at 1.5% month added to unpaid balance. Buyer agrees to pay interest and any attorney's to collect any balance due here under, all interest and any attorney's fees due to do seller shall be considered sum owing in connection with this transaction under PACA trust. All Claims must be reported by WRITTEN NOTICE received by seller within 24 HOURS of arrival and supported by acceptable USDA INSPECTION certifies. NO DEDUCTION ALLOWED without prior written authorization from seller.

241252

RECEIVED
JUN 0 4 2021

CATANIA TEXAS 4409 Wanda Ave Ste H McAllen TX 78503

#### INVOICE

Invoice #: 63792 Invoice: Jun 03, 2021 Ship: Jun 03, 2021 Pay Terms: NET 21

Sold To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212 Ship To: MAGLIO COMPANIES

4287 N.PORT WASHINGTON ROAD. GLENDALE WISCONSIN 53212

Page 1 of 1

					rage rorr
Sale Terms: FOB	Salesperson: MATTHEW CATANIA	Carrier:			100
Order: Jun 03, 2021	Via:	Trailer lie	:	St:	
Cust PO:	Currency: USD	Broker:	ET COMPAGES AMENO AS		
	Description	Quantity	UOM	Price	Amount
LIMES CTNS 150'S #1 EMERA	LD EMPIRE	180	ctn	25.00	4,500.00
LIMES CTNS 175'S #1 EMERAI	LD EMPIRE	60	ctn	17.00	1,020.00
LIMES CTNS 200'S #1 EMERA	LD EMPIRE	60	ctn	13.00	780.00
INVOICE TOTAL:	-	300			6,300.00

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

The Fresh Group Ltd dba Maglio

241233

Sunrise Produce, LLC

Ship Date

5125 Honduras Ave.

06/04/2021

McAllen, TX 78503

Printed 06/05/2021 09:09

Phone 956-843-1110

RECEIVED
JUN 07 2021

Bill To:

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212 Ship To:

233715

Maglio & Company 4287 N Port Washington Rd. Milwaukee, WI 53212

Ph 1-(414) 906-8800 Fax 1-(414) 906-8810

Terms: 21 Days

Ship Terms: FOB

Trailer Number GD-65249-WI Driver's Licens 08615327-TX

> JOSE TREVIÑO 956-739-5179

Carrier MAGLIO

Label/Reference Ctry	Ctn/Bin Quantity Product Description	Salesperson DENIS	Price	Extension
	152 Bell Peppers Red 1 1/9 C	hoice	12.0000	1.824.00
EMPACAR	75 Bell Peppers Red 1 1/9 Sr	mall	12.0000	900.00
weather any war and a registration of	126 Cucumbers Select 1 1/9		11.0000	1,386.00
LIMA CARG MX	120 Persian Lime 38 Lb. Box	200	15.0000	1,800,00
Pallets In Pallets Out	473 Quantity			\$ 5.910.00

The penshable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Penshable Agricultural Commodities Act, 1930 (7 U.S.C.499E(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of feed or other products derived from these commodities, and any receivables or proceeds from these commodities until full payment is received. Maximum interest permitted by law may be added to unpaid balance. In the event of default in payment, Seller may receive from Buyer interest, actual attorney's fees and other costs associated with collection. These fees and costs are sums owing in connection with this transaction and will be added to any judgment obtained pursuant to the PACA or otherwise. UNLESS SELLER IS NOTIFIED OF ANY DISCREPANCIES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INVOICE, THIS INVOICE MUST BE PAID IN FULL.

PAYMENT MUST BE RECEIVED NO LATER THAN 21 DAYS AFTER RECEIPT OF MERCHANDISE.

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